

**Memorandum of Understanding**  
for  
**Coordination and Cooperation of Fire Service Wildland Fire  
Assistance Programs**

Among the  
UNITED STATES DEPARTMENT OF THE INTERIOR  
**Bureau of Land Management**  
**Bureau of Indian Affairs**  
**U.S. Fish and Wildlife Service**  
**National Park Service**  
and the

UNITED STATES DEPARTMENT OF AGRICULTURE  
**Forest Service**  
and the

UNITED STATES DEPARTMENT OF HOMELAND SECURITY  
**U.S. Fire Administration**  
**Office of State and Local Government Coordination and Preparedness**

BLM No.  
NPS No.  
BIA No.  
FWS No.

USDA FS No.  
USFA No.  
OSLGCP No.

**I. STATEMENT OF MUTUAL BENEFITS AND INTEREST.**

This Memorandum of Understanding (MOU) is made and entered into by and among the Bureau of Land Management, National Park Service, U.S. Fish and Wildlife Service and the Bureau of Indian Affairs of the United States Department of the Interior, hereinafter referred to as DOI agencies, the U.S. Fire Administration and the Office of State and Local Government Coordination and Preparedness of the Department of Homeland Security, hereinafter referred to as DHS agencies, and the Forest Service of the United States Department of Agriculture, hereinafter referred to as the Forest Service. Each of these entities shall be referred to in this MOU as a “partnering agency” and, collectively, the “partnering agencies.”

The partnering agencies find they have common goals with respect to reducing the wildland fire threat to human life and property and enhancing community well being in America. They recognize that each partnering agency’s mission can be better accomplished through coordination of efforts. Therefore, these partnering agencies agree to work together and support each other in the national effort to reduce loss of life, property, and natural resources resulting from catastrophic wildland fire.

## **II. PURPOSE.**

The purpose of this MOU is to provide a general framework for cooperation and coordination among DOI, DHS, and Forest Service in the delivery of wildland fire assistance to fire services through their different programs, hereinafter referred to as the “fire service assistance programs.” Under the leadership of the Wildland Fire Leadership and through the *ad hoc* Interagency Grant Team (representatives from the partnering agencies) this coordination will promote complementary federal assistance to fire services that is consistent and systematic in application. This collaborative framework will support national efforts to improve firefighter safety, protect communities and property, and save lives with respect to catastrophic wildland fire. For purposes of this MOU, wildland fire is defined as “any non-structure fire that occurs in the wildland”.

This MOU supersedes the MOU signed January 13, 2003 among the DOI agencies (BLM No. FA-MOU03-0002; NPS No. 1143-G-2000-03-0100; BIA No. K00441-3-194; FWS No. 93252-3-H001); Forest Service (USDA FS No. 03-SU-11132542-041); FEMA and NASF.

## **III. AUTHORITY.**

- A. Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701 et seq.).
- B. National Park Service Organic Act of August 1916 (16 U.S.C. 1).
- C. National Wildlife Refuge Administration Act of June 27, 1998 (16 U.S.C. 668dd)
- D. National Indian Forest Resources Management Act of 1990 (25 U.S.C. 3101 et seq.).
- E. Cooperative Forestry Assistance Act of 1978 (P.L. 95-313, 92 Stat. 365 as amended; 16 U.S.C. 2101 (note), 2101-2103, 2103a, 2103b, 2104-2105).
- F. Federal Fire Prevention and Control Act of October 29, 1974 (15 U.S.C. §§ 2201-2232).
- G. Executive Order 12127 of March 31, 1979.
- H. Department of Homeland Security Act of 2002 (6 U.S.C. 238)
- I. Reciprocal Fire Protection Act (42 U.S.C. 1856 et seq.)

## **IV. RESPONSIBILITIES.**

The partnering agencies, within the scope of their separate authorities, as referenced above, will coordinate their respective grant application and award

programs, to the extent appropriate and consistent with the requirements of federal law, to promote consistency and predictability, and improve the overall effectiveness of fire service assistance programs.

Consistent with the Federal Financial Assistance Management Improvement Act of 1999; Public Law 106-107, Paperwork Reduction Act of 1995; Public Law 104-13; and other applicable laws, partnering agencies will pursue the development of uniform fire service assistance grant applications. The partnering agencies will work cooperatively to develop the Internet website connections to facilitate access to information on fire service assistance programs, improving opportunities for and reducing burdens to applicants.

**DOI AGENCIES AGREE TO:**

1. Cooperate and coordinate with other partnering agencies in their reviews of applications for fire service assistance awards.
2. Convey wildland fire program-related information about applicants' grant awards with the other partnering agencies, to the extent appropriate and consistent with the requirements of federal law.
3. Convey information about the fire service assistance program parameters and schedules on an on-going basis with the other partnering agencies (to include website linking where appropriate).
4. Coordinate its public outreach efforts with the other partnering agencies to support a clear, consistent dissemination of information about the respective fire service assistance programs.
5. Provide information about wildland fire service priorities for consideration in the fire service assistance award criteria development process.
6. Structure its fire service assistance programs to complement those of partnering agencies, as appropriate and practical.

**DHS AGENCIES AGREE TO:**

1. Cooperate and coordinate with other partnering agencies in their reviews of applications for fire service assistance awards.
2. Convey wildland fire program-related information about applicants' grant awards with the other partnering agencies, to the extent appropriate and consistent with the requirements of federal law.
3. Convey information about the fire service assistance program parameters and schedules on an on-going basis with the other partnering agencies (to include website linking where appropriate).

4. Coordinate its public outreach efforts with the other partnering agencies to support a clear, consistent dissemination of information about fire service assistance programs.
5. Participate in the development and provide information about wildland fire service priorities in its fire service assistance award criteria development process.

**FOREST SERVICE AGREES TO:**

1. Cooperate and coordinate with other partnering agencies in their reviews of applications for fire service assistance awards.
2. Convey wildland fire program-related information about applicants' grant awards with the other partnering agencies, to the extent appropriate and consistent with the requirements of federal law.
3. Convey information about the fire service assistance program parameters and schedules on an on-going basis with the other partnering agencies (to include website linking where appropriate).
4. Coordinate its public outreach efforts with the other partnering agencies to support a clear, consistent dissemination of information about the respective fire service assistance programs.
5. Convey information about wildland fire service priorities for consideration in the fire service assistance award criteria development process.

**JOINT RESPONSIBILITIES:**

1. The partnering agencies will communicate through conferences, meetings, telephone, facsimile, e-mail and other means. Each organization will share data and information, to the extent appropriate, practical and consistent with the requirements of federal law, regarding specified fire service assistance programs and activities at the local, state, and national levels. Each organization will designate an individual to coordinate these activities on a national level.
  - a. The partnering agencies will meet, and/or conference call to assess the collaborative efforts of this MOU on an semi-annual basis, at a minimum; and
  - b. The partnering agencies will update the Points-of-Contact listing for this MOU for their respective agency or bureau during a semi-annual assessment review, or as warranted.

2. Partnering agencies recognize the need to advise the public of the cooperative efforts of the partnering agencies, and will utilize their public information offices, and other means, to keep the public informed of the collaborative work of the organizations, as appropriate. The partnering agencies will also include organizations such as the National Association of State Foresters (NASF) and others in discussions and communications related to this MOU and share pertinent data and information with them, to the extent consistent with federal law and policy, and as appropriate and practical.

## **V. GENERAL PROVISIONS.**

1. This instrument is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds among the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority. Specifically, this instrument does not authorize or commit to noncompetitive awards to the partnering agencies or cooperators of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.
2. Any information furnished to, or shared among, the partnering agencies under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552). Furthermore, no information provided to a partnering agency by any other partnering agency pursuant to the MOU shall be disclosed in response to a Freedom of Information Act request to any individual or entity (other than another partnering agency) without the prior written consent of the partnering agency that provided the information, unless such disclosure is required by law.
3. This instrument in no way restricts the partnering agencies, or any cooperators, from participating in similar activities with other public or private agencies, organizations, and individuals or from implementing their respective fire service assistance programs in accordance with the applicable statutes, regulations or policies.
4. Nothing herein is intended, or shall be construed, as affecting or obligating the signatories to the expenditure of funds, or as involving the United States in any contract or other obligations. Partnering agencies may not obligate the expenditure of funds or provide services through their participation under the terms of this MOU unless such funds are available.

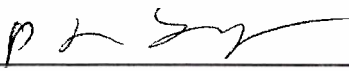
For federal agencies, funds must be appropriated by the Congress of the United States, or are otherwise available to the signatories.

5. The Department of Agriculture, Department of the Interior, and the Department of Homeland Security and their respective agencies and offices are responsible for their own activities and costs, and will utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will endeavor to carry out its separate activities in a coordinated and mutually beneficial manner.
6. The terms of this MOU shall become effective with and upon execution of the last signature by the partnering agencies and shall remain in effect for a maximum period of five-years from the date the last signature was placed on the approval section, or until such time as the MOU is dissolved by mutual agreement. The MOU shall be reviewed by all partnering entities to determine its suitability for renewal, revision, or dissolution. Any signatory may withdraw from participation in this MOU within sixty- (60) days written notice to the other signatories. The remaining approving signatories may continue the provisions of this MOU.
7. Modifications to this MOU may be initiated through DOI by any partnering agency. DOI is to act on the modification within sixty- (60) days of receipt of the request. Changes shall not take effect until documented and signed by all approving signatories.
8. Partnering agencies acknowledge that this MOU does not give rise to any partnering agency's claim against any other party for compensation for any loss, damage, personal injury or death occurring in consequences of the performance of this MOU; and each party expressly waives any such claims.
9. Partnering agencies acknowledge that this MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.

## **VI. RESOLUTION OF DISAGREEMENT.**

Should disagreement arise on the provisions of this Memorandum of Understanding, or amendments and/or revisions thereto, that cannot be resolved at the operating level, each party shall state the area(s) of disagreement in writing and present them to the other party for consideration. If agreement on interpretation is not reached within thirty- (30) days, the parties shall forward the written presentation of the disagreement to the Wildland Fire Leadership Council, which shall make a non-binding recommendation to the parties to the disagreement.

## VIII. APPROVAL.

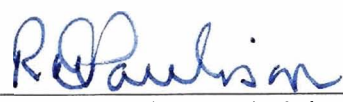
  
P. Lynn Scarlett, Assistant Secretary  
Policy, Management and Budget  
U.S. Department of the Interior

9/6/05  
Date

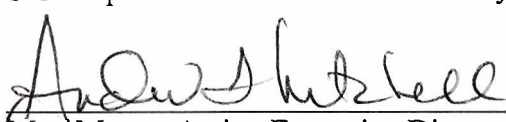
  
Mark Rey, Undersecretary

Natural Resources and Environment  
Forest Service  
U.S. Department of Agriculture

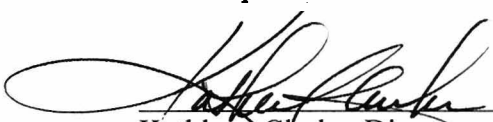
12/30/05  
Date

  
R. David Paulison, Administrator  
U.S. Fire Administration  
U.S. Department of Homeland Security

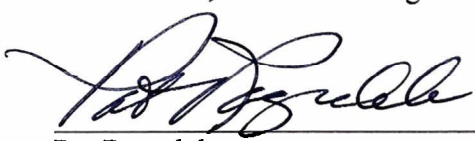
8/22/05  
Date

  
for Matt Mayer, Acting Executive Director  
Office of State and Local Government Coordination and Preparedness  
U.S. Department of Homeland Security

8/29/05  
Date

  
Kathleen Clarke, Director  
DOI-Bureau of Land Management

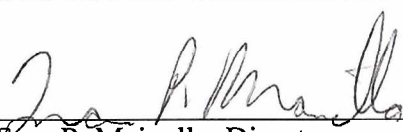
9-30-05  
Date

  
Pat Ragsdale  
DOI-Bureau of Indian Affairs

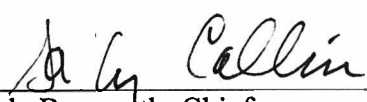
11-23-05  
Date

  
Matt Hogan, Deputy Director  
DOI-Fish and Wildlife Service

12-5-05  
Date

  
Fran P. Mainella, Director  
DOI-National Park Service

11/14/05  
Date

  
Dale Bosworth, Chief  
USDA, Forest Service

12/22/05  
Date

## **VII. POINTS OF CONTACT.**

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